

EXHIBIT A.4

Proposed Mailed Notice

Exhibit 4
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

**VISHVA DESAI and PHILIP J. CHARVAT, on
behalf of themselves and others similarly situated,
Plaintiffs,**

v.

Case No. 1:11-cv-1925

**ADT SECURITY SERVICES, INC.,
Defendant.**

**PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THAT YOU MAY BE
ENTITLED TO RECEIVE A PAYMENT FROM SETTLEMENT FUNDS.
THIS IS NOT NOTICE OF A LAWSUIT AGAINST YOU.**

WHY DID I GET THIS NOTICE?

This is Notice of a Proposed Settlement ("Notice") in a class action lawsuit. The Settlement would resolve a lawsuit brought on behalf of individuals who received telemarketing phone calls that either (1) delivered a pre-recorded message or (2) were made to a cell phone using automated dialing equipment (commonly referred to as "robocalls"), which allegedly were made by persons or entities seeking to sell products and services of ADT Security Services, Inc. (now known as The ADT Corporation or ADT, LLC (collectively "ADT" or "ADT Security Services, Inc.")). You were identified as someone who may have received one of these phone calls since January 1, 2007, based on telephone records obtained in the lawsuit.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that certain ADT Authorized Dealers or lead generators, seeking to sell ADT's products and services, made numerous calls that violate the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. ADT contests the claims in the Complaint and denies that it authorized or is responsible for the acts of those who made the phone calls.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called "Class Representatives," sue on behalf of people who have similar claims. All of these people together are a "Class" or "Class Members." The Settlement, if approved by the Court, resolves the issues for all Class Members, except for those who exclude themselves from the Class.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, both sides have agreed to a settlement. This avoids the cost, risk and delay of trial. Under the Settlement, Class Members will have the opportunity to obtain a payment in exchange for giving up certain legal rights. The Class Representatives and their attorneys think the Settlement is best for all Class Members. ADT has not conceded it is liable for the calls by settling, but is instead agreeing to settle to avoid the costs and risks associated with litigation.

WHAT DOES THE SETTLEMENT PROVIDE?

The total amount of the Settlement Fund is \$15,000,000. The lawyers who brought this lawsuit (listed below) will ask the Court to award them 33 1/3% of the Settlement Fund, plus expenses for the substantial time, costs and effort they put into this case. The Class Representatives also will apply to the Court for payments, in the total amount of \$30,000 each for their service to the Class. Any amount awarded will be paid from the

QUESTIONS? VISIT [WEBSITE](#)

Settlement Fund. The Settlement Fund will also cover costs associated with notice and administration of the Settlement. These costs include the cost of publishing and mailing the Notice, as well as the costs of processing claims, maintaining the Settlement website and mailing Settlement checks.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Class, which means you give up your right to sue or continue a lawsuit against ADT, its Authorized Dealers and others (including anyone who made a call seeking to sell ADT's products or services) ("Released Parties") related to past phone calls and other communications that violate state or federal law and relate to ADT goods or services. Giving up your legal claims is called a release. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment.

WHAT ARE MY OPTIONS?

(1) **Accept the Settlement.** To accept the Settlement, send in a complete and timely Claim Form. A Claim Form is enclosed with this Notice. You also may obtain a Claim Form at [\[WEBSITE\]](#). You also may e-mail the Claim Form to the Settlement Administrator at [\[e-mail\]](#). If the Settlement is approved, a check will be mailed to you.

(2) **Exclude yourself.** You may "opt out" and exclude yourself from the Settlement. If you opt out, you will not receive any cash payment, and you will not release any claims you may have against the Released Parties. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator (address below) postmarked by **[date]** stating your full name, address, telephone numbers, whether each telephone number is a cellular phone or a residential landline, the number of telephone calls you received, the name and case number of the case, and that you exclude yourself from the settlement.

(3) **Object to the Settlement.** If you object to the Settlement, submit your objection in writing to the Clerk of the Court of the United States District Court for the Northern District of Illinois. The objection must be received by the Court not later than **[date]**. You must also send a copy of your objection to the Settlement Administrator at the address below, postmarked by **[date]**. Any objection to the proposed Settlement must be a complete written statement of all grounds for the objection, together with factual and legal support for the stated objection, and attaching a copy of any documents supporting the objection, along with your full name, address, telephone numbers, and whether each telephone number is a cellular phone or a residential landline. You may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and/or the request for compensation awards to the Class Representatives are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel, and state the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Final Approval Hearing.

HOW MUCH WILL I BE PAID?

QUESTIONS? VISIT [\[WEBSITE\]](#)

If the Court approves the Settlement, every Class Member who submits a timely and valid Claim Form will be entitled to an equal payment from the Settlement Fund. The amount of your payment will depend on how many Class Members return Claim Forms.

Each household is entitled to make only one claim regardless of the number of telephone calls received. It is estimated based on typical response rates that each claimant is likely to receive between \$50 and \$100, but the amount could be higher or lower based on the actual number of valid Claim Forms submitted by Class Members. However, in no event will you be entitled to receive more than the statutory maximum of \$500.

WHEN WILL I BE PAID?

If the Court approves the Settlement, you will be paid as soon as possible after the court order becomes final. If there is an appeal of the Settlement, payment may be delayed. The Settlement Administrator will put information about the timing of payment at [\[website\]](#).

WHAT IF I DO NOTHING?

If you do nothing, you will get no money from the Settlement Fund. Unless you exclude yourself from the Settlement, you will not be able to sue or continue a lawsuit against the Released Parties regarding the legal issues in this Case.

WHAT WILL HAPPEN IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and the case will continue, which may or may not be in the form of a class action. The parties may negotiate a different settlement or the case may go to trial.

WHO REPRESENTS THE CLASS?

The attorneys who have been appointed by the Court to represent the Class are:

John W. Barrett
Jonathan Marshall
Bailey & Glasser, LLP
227 Capitol Street
Charleston, West Virginia 25301

Brian K. Murphy
Joseph F. Murray
Murray Murphy Moul + Basil LLP
1533 Lake Shore Drive
Columbus, OH 43204

Alexander E. Burke
Burke Law Offices, LLC
155 N. Michigan Ave., Suite 9020
Chicago, IL 60601

Matthew P. McCue
The Law Office of Matthew P. McCue
1 South Ave, Third Floor
Natick, MA 01760

Edward A. Broderick
Anthony I. Paronich
Broderick Law, P.C.
125 Summer St., Suite 1030
Boston, MA 02110

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. You can obtain a copy of the Settlement Agreement at [\[website\]](#) and other documents relevant to the settlement. All pleadings and documents filed in Court may be reviewed or

QUESTIONS? VISIT [\[WEBSITE\]](#)

Page 3 of 4

copied in the office of the Clerk. Please do not call the Judge or the Clerk of the Court about this Case. They will not be able to give you advice on your options.

DATED: **[DATE]**

By order of: Honorable Elaine E. Bucklo, District Court Judge, United States District Court, Northern District of Illinois